

UNITED STATES DISTRICT COURT DISTRICT OF COLUMBIA

PATRICIA ACOSTA  
8555 West Russell Road, Unit 2015  
Las Vegas, NV 89113-1812,

VIRGINIA ARIIBE  
1800 Old Meadow Road, #406  
McLean, VA 22102,

DAVID BROWN  
2718 Munson Street  
Wheaton, MD 20902,

ALFRED CAMMARATA  
9542 Barkwood Court  
Fairfax, VA 22032,

KARLA COSTELLO  
4910 Grape Place  
White Plains, MD 20695,

LUCIANO FASANO  
8819 Higdon Drive  
Vienna, VA 22182,

GIAN PIERO FORCINA  
3506 Woodbine Street  
Chevy Chase, MD 20815

DAVID KOFF  
3005 S. Leisure World Boulevard, Unit 708  
Silver Spring, MD 20906,

HEIDA KRISTJANSDOTTIR  
5801 Greentree Road  
Bethesda, MD 20817,

NEDDA KROWITZ  
3210 N. Leisure World Boulevard, Apt. 705  
Silver Spring, MD 20906,

WADE KRUEGER  
6206 Streamview Court  
McLean, VA 22102,

CIVIL ACTION NO.:  
1:04CV01618

Judge James Robertson

RICHARD MAGEE	)
628 Gardenia Drive	)
Venice, FL 34285-3003,	)
	)
ERLAND MAGNUSSON	)
6907 Lupine Lane	)
McLean, VA 22101,	)
	)
ALAN OLSON	)
10406 Snapdragon Place	)
North Potomac, MD 20878,	)
	)
ROBERT PETERS	)
1010 Cannon Road	)
Silver Spring, MD 20904,	)
	)
DAVID REES	)
8370 Greensboro Drive, Apt. 326	)
McLean, VA 22102,	)
	)
IRWIN ROWE	)
14509 Parkvale Road	)
Rockville, MD 20853,	)
	)
DOUGLAS SHANNON	)
4324 Albemarle Street, NW	)
Washington, DC 20016,	)
	)
FERNANDO VAN REIGERSBERG	)
6957 Duncraig Court	)
McLean, VA 22101,	)

NORMAN WILLIAMS	)
2801 Quebec Street, NW, #747	)
Washington, DC 20008,	)
	)
REGINALD WESTLAKE	)
546 Russell Avenue	)
Gaithersburg, MD 20877	)
	)
Plaintiffs,	)
	)
v.	)
	)
INTELSAT GLOBAL SERVICE CORP.	)
3400 International Drive, N.W.	)
Washington, DC 20008,	)
	)
SERVE:	)
C. T. Corporate Systems, Co.	)
1015 15th Street, N.W.	)
Suite 1000	)
Washington, DC 20005,	)
	)
and	)
	)
INTELSAT, LTD.,	)
3400 International Drive, N.W.	)
Washington, DC 20008,	)
	)
SERVE:	)
C. T. Corporate Systems, Co.	)
1015 15th Street, N.W.	)
Suite 1000	)
Washington, DC 20005,	)
	)
and	)
	)
David B. Meltzer,	)
General Counsel	)
Intelsat	)
3400 International Drive, N.W.	)
Washington, DC 20008-3098	)
	)
and	)
	)
KATHLEEN S. ALEXANDER	)
ADMINISTRATOR,	)

3400 International Drive, N.W. )  
Washington, DC 20008, )  
 )  
Defendants. )

### **COMPLAINT**

The Plaintiffs, Patricia Acosta, Virginia Aribé, David Brown, Alfred Cammarata, Karla Costello, Luciano Fasano, Gian Piero Forcina, David Koff, Heida Kristjansdottir, Nedda Krowitz, Wade Krueger, Richard Magee, Erland Magnusson, Alan Olson, Robert Peters, David Rees, Irwin Rowe, Douglas Shannon, Fernando van Reigersberg, Norman Williams, Reginald Westlake, by their counsel, pursuant to Federal Rules of Civil Procedure 3 and 8, respectfully submits this Complaint, and claim as follows:

### **PARTIES**

1. Patricia Acosta is an individual residing at 8555 West Russell Road, Unit 2015, Las Vegas, NV 89113-1812. Her husband retired on December 31, 1994, and she is his surviving spouse.
2. Virginia Aribé is an individual residing at 1800 Old Meadow Road, #406, McLean, VA 22102. Plaintiff retired on disability due to post-polio syndrome on March, 1992.
3. David Brown is an individual residing at 2718 Munson Street, Wheaton, MD 20902. Plaintiff retired on December 31, 1994.
4. Alfred Cammarata is an individual residing at 9542 Barkwood Court, Fairfax, VA 22032. Plaintiff retired in October, 1994.
5. Karla Costello is an individual residing at 4910 Grape Place, White Plains, MD 20695. Plaintiff retired in May, 2004.
6. Luciano Fasano is an individual residing at 8819 Higdon Drive, Vienna, VA 22182. Plaintiff retired on December 31, 1994.

7. Gian Piero Forcina is an individual residing at 3506 Woodbine Street, Chevy Chase, MD 20815. Plaintiff retired on October 9, 2001.

8. David Koff is an individual residing at 3005 S. Leisure World Blvd., Unit 708, Silver Spring, MD 20906. Plaintiff's spouse retired on December 31, 1994, and Mr. Koff is a spouse of a retiree.

9. Heida Kristjansdottir is an individual residing at 5801 Greentree Road, Bethesda, MD 20817. Plaintiff retired on July 16, 2001.

10. Nedda Krowitz is an individual residing at 3210 N. Leisure World Blvd., Apt. 705, Silver Spring, MD 20906. Plaintiff retired on March 1, 2002.

11. Wade Krueger is an individual residing at 6206 Streamview Court, Mt. Airy, MD 21771. Plaintiff retired on December 31, 1994.

12. Richard Magee is an individual residing at 628 Gardenia Drive, Venice, Florida 34285-3003. Plaintiff retired on December 31, 1994.

13. Erland Magnusson is an individual residing at 6907 Lupine Lane, McLean, VA 22101. Plaintiff retired on June 30, 1995.

14. Alan Olson is an individual residing at 10406 Snapdragon Place, North Potomac, MD 20878. Plaintiff retired in June, 2002.

15. Robert Peters is an individual residing at 1010 Cannon Road, Silver Spring, MD 20904. Plaintiff retired on December 31, 1994.

16. David Rees is an individual residing at 8370 Greensboro Drive, Apt. 326, McLean, VA 22102. Plaintiff retired on the end of 1991.

17. Irwin Rowe is an individual residing at 14509 Parkvale Road, Rockville, MD 20853. Plaintiff retired on July 1, 1989.

18. Douglas Shannon is an individual residing at 4324 Albemarle Street, NW, Washington, DC 20016. Plaintiff retired on December 31, 1994.

19. Fernando van Reigersberg is an individual residing at 6957 Duncraig Court, McLean, VA 22101. Plaintiff retired on December 31, 1994.

20. Norman Williams is an individual residing at 2801 Quebec Street, NW - #747, Washington, DC 20008. Plaintiff retired on December 31, 1994. Plaintiff Williams filed a claim with the Plan Administrator Defendant Kathleen Alexander on February 7, 2003. Plaintiff Williams exhausted his administrative remedies when his appeal was denied on October 21, 2003.

21. Reginald Westlake is an individual residing at 546 Russell Avenue, Gaithersburg, MD 20877. Plaintiff retired on March 31, 1984.

22. Defendant Intelsat Global Service Corporation is a Delaware corporation whose corporate offices are located in the District of Columbia. Intelsat, Ltd. is the holding company which owns Intelsat Global Service Corporation through a subsidiary, and Intelsat, Ltd. does business in the District of Columbia. Intelsat, Ltd, including Intelsat Global Service Corporation (hereinafter both corporations are collectively referred to as “Intelsat”), are the successor to the International Telecommunications Satellite Organization (hereinafter referred to as “Pre-Privatization Intelsat), and are liable for all its debts and liabilities as a matter of contract, corporate law, and under estoppel principles. Intelsat holds itself out as the successor to Pre-Privatization Intelsat, both publicly and in SEC filings. Pre-Privatization Intelsat was a public international organization, enjoying certain privileges and immunities as such. It was privatized and became Intelsat, which are normal corporate entities. Pre-Privatization Intelsat had a Health Benefits Plan which was not covered by the Employee Retirement Income Security Act, 29

U.S.C. § 1001 et seq. (hereinafter referred to as “ERISA”). Intelsat’s Health Benefits Plan is governed by ERISA. The Health Benefits Plans provide benefits to employees, retirees, their dependents, and surviving spouses and dependents.

23. Defendant Kathleen S. Alexander is the Plan Administrator for the Intelsat Health Benefit Plan, which is organized under and administered pursuant to 29 U.S.C. § 1002(1).

24. Plaintiffs are former employees or spouses of former employees of Pre-Privatization Intelsat, Intelsat or their predecessors and affiliates, who are entitled to vested benefits under the Intelsat Health Benefit Plan pursuant to Resolution CPD-114 Rev 1 and CPD-119 Rev 1 as described below.

### **JURISDICTION AND VENUE**

25. Plaintiffs’ claims against Defendants are filed pursuant to the provisions of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq (herein “ERISA”) and the doctrine of pendant jurisdiction.

26. Jurisdiction and venue are proper based on 28 U.S.C. § 1330, 1332, 1391(b), 1603 and 1605, and 29 U.S.C. § 1132(e) and (f).

### **FACTS**

27. Pre-Privatization Intelsat was created pursuant to a 1971 multilateral international treaty to develop, construct and maintain an international satellite communications system. The Pre-Privatization Intelsat’s headquarters were located in Washington, D. C. but its employees were from all over the world.

28. At all relevant times between 1971 and 2001, Pre-Privatization Intelsat provided health care benefits for its employees, retirees and their spouses and dependents, and surviving spouses and dependents. Many of the employees were recruited from around the world and thus are not eligible for Social Security or Medicare.

29. In or around November 1993, Pre-Privatization Intelsat issued a description of Retiree Health Insurance Benefits which stated that “[s]urviving spouses covered by the health plan may continue coverage upon the death of retiree.”

30. In or around November 1994, Pre-Privatization Intelsat issued a notice of Early Voluntary Retirement Program (“EVR”). The description of the program included the statement that “[a]ll participants in the EVR will be eligible for continuation of Health insurance coverage under the Intelsat Retiree Health Program.” The employees were told if they accepted the early voluntary retirement, they would receive continuation of their health insurance during their retirement:

With respect to health insurance, you are eligible to continue Intelsat’s group coverage. If the Intelsat Health plan is used exclusively as the primary insurance, the cost to retirees is \$50.00 per month per covered person, with a maximum cost of \$150 per month. If you have other insurance coverage and the Intelsat Health plan is used as the secondary insurance, the cost is \$25.00 per covered person per month. Intelsat’s health benefits are also secondary to Medicare or national health care plans. As soon as a pensioner reaches age 65, the Intelsat insurance carrier pays claim as if “Medicare B” were in effect. A booklet on Medicare is enclosed for your convenience.

The details of the coverage were described in a booklet entitled. “1998 Intelsat Retiree Health Benefits.”

31. Plaintiffs David Brown, Luciano Fasano, David Koff’s spouse; Wade Krueger, Richard Magee, Robert Peters, Douglas Shannon, Fernando van Reigersberg, and Norman Williams accepted the early voluntary retirement option, and in doing so, relied upon the promise of vested health insurance during their retirement for themselves and their spouses and dependents and their surviving spouses and dependents.

32. In or around January 1997, Pre-Privatization Intelsat issued a summary plan description (“SPD”) for the Retiree’s Health Benefits Plan administered through Blue Cross/Blue



Shield. The SPD included, inter alia, full coverage for retirees and their dependents and spouses. The spouse's coverage would only terminate if he or she divorced the retiree.

33. During the 1990's the decision was made to privatize Pre-Privatization Intelsat. Pursuant to 47 U.S.C. § 763, the assets and functions of Intelsat would be transferred to an independent commercial entity.

34. During the course of the negotiations, concerns were raised about the effect of privatization on the retirees' benefits. In or around October 2000, the Director General and Chief Executive Officer of Pre-Privatization Intelsat, Conny L. Kullman, assured retirees "not only that the retirees' current health benefits would not be modified prior to privatization, but that INTELSAT management has no present intent to initiate any reduction in those benefits."

35. In or around March 2001, the Board of Pre-Privatization Intelsat passed a Resolution, CPD-114 Rev 1, which provided certain retirees vested benefits:

(a) all Intelsat retirees who are participating in the CareFirst Plan as of the Privatization Date ("Protected Retirees"); (b) all spouses and dependents of Protected Retirees who are enrolled in such plan as of the Privatization Date and thereafter remain eligible for coverage under the terms of such plan or who become eligible for coverage after the Privatization Date pursuant to the terms of the CareFirst Plan ("Protected Dependents"); (c) all Intelsat employees who will become eligible to retire under the terms of the Staff Retirement Plan and eligible to participate in retiree Health benefits on or before the date of privatization ("Eligible Retirees") regardless of whether they actually retire before that date; and (d) all spouses and dependents of the Eligible Retirees who are eligible to enroll in such a plan upon the Eligible Retiree's actual retirement date and thereafter remain eligible or who thereafter become eligible for such coverage under the terms of the CareFirst Plan ("Eligible Dependents").

The Resolution further provided that the plan document issued to employees and retirees on or before privatization "shall reflect the benefits, administration and plan features" as of January 1, 2001. The Board mandated that the Resolution "shall be incorporated into the asset

transfer documents . . . as a condition of the transfer.” Moreover, the Resolution described the benefits and rights provided therein as a “vested ERISA covered plan established by ISC and its successors and guaranteed by Intelsat Ltd and its successors.” And if there was any conflict between the terms of the Resolution and the provisions of the asset transfer documents, the Resolution “shall control.”

36. On April 30, 2001 the Board of Pre-Privatization Intelsat, in a resolution, CPD-119 Rev 1, extended the March, 2001 resolution to “additional classes of staff. Those deemed eligible are employees who have ten years of service and whose age plus service equals 60 on the date of privatization; provided that they retire from Intelsat after the age 55. This Board commitment will be included in the transfer agreement as a benefit obligation of the new company.”

37. In or around May 2001, Kullman described the Resolution as “guaranteeing” the level of benefits.

38. Intelsat agreed to be bound by the Pre-Privatization Intelsat resolutions and promises, and Intelsat accepted responsibility for the Pre-Privatization Intelsat’s liabilities. Intelsat’s liability is based on its contracts, as well as being a successor corporation, and principles of estoppel.

39. On or about October 9, 2001, Intelsat, in connection with a voluntary separation program of that date, issued the following statement to some Plaintiffs, who relied upon it to their detriment by accepting the offer of benefits in exchange for their voluntary retirement:

You are entitled to retiree health benefits pursuant to the resolution approved by the Intelsat Board of Governors at its March 2001 meeting, which was extended by the Board of Governors in its April 2001 meeting, for protection of retiree health benefits with the following features:

- (a) The Board resolution applies to all Intelsat retirees who are participating in Intelsat's health care plan as of the privatization date (18 July 2001), all Intelsat employees who will be eligible to retire under the terms of the Staff Retirement Plan as of the date of Privatization (regardless of whether they actually retire as of that date or later) at age 55 with ten years of service and the spouses and eligible dependents of both groups. At its April 2001 meeting, the Intelsat Board extended the health benefit protection of the resolution to an additional 135 current employees not covered under the March 2001 resolution, bringing the total number of current Intelsat staff members who potentially, upon their retirement from Intelsat, could be covered under the terms of the resolutions to 184.
- (b) You are protected under these resolutions because you have had 10 years of service and a combination of age plus service equal to 60, as of the privatization date (18 July 2001), and you are either:
- Leaving Intelsat after reaching the age of 55, or
  - Leaving Intelsat as a participant in the 9 October 2001 Reduction in Force after reaching age 54 and having sufficient months of severance pay benefit to reach your 55th birthday.
- (c) The current level of Intelsat retiree health benefits is legally vested in the groups identified in paragraphs (a) and (b) above, is guaranteed by the privatized Intelsat and its successors, and cannot be reduced or taken away by the privatized Intelsat.
- (d) Retirees' contributions for health benefits shall be subject to increase but only to the extent of the percentage exchange in the Consumer Price Index used to adjust retirees' pensions.
- (e) If the \$1,000,000 lifetime maximum benefit is increased for employees, it will be increased in the same amount for all retirees.
- (f) To protect retiree health benefits against adverse impact from possible deterioration in the financial health of the privatized Intelsat, the resolution provides that if the net worth of the privatized Intelsat falls below \$500 million, Intelsat is (1) required to establish an irrevocable trust fund to accept funds for payment of retirees' health benefits and (2) to obtain a letter of credit in amount equal to 150% of the U.S. Financial Accounting Standards Board (FASB) valuation of the retirees' health benefit liability. The letter of credit will be held by the trust and will be

exercised by the trust if the net worth of the privatized Intelsat falls below \$300 million.

- (g) Intelsat's obligations to retirees under the resolution is enforceable by retirees under the U.S. laws (ERISA) which protect vested retirement benefits.

40. Plaintiffs Gian Piero Forcina, Karla Costello, Nedda Krowitz and Alan Olson accepted the voluntary separation option, and in doing so, relied upon the promise of vested health insurance during their retirement for themselves and their spouses and dependents and their surviving spouses and dependents.

41. In or around October 2001, Intelsat issued a new Summary Plan Description, dated June 25, 2001. It was distributed to employees and retirees by Intelsat, and it purported to include several changes to the health benefits plan:

- a. The coverage of spouses terminated with the death of the retiree;
- b. In lieu of the original coverage, surviving spouses may elect a type of COBRA coverage for a limited time.
- c. Intelsat reserved the right to "change, amend or terminate the program at any time for all participants."

42. The application of the new SPD has resulted in the denial of benefits to surviving spouses.

43. In 2004, Plaintiffs learned for the first time that Intelsat alleged it was not bound by the Pre-Privatization Intelsat's promises and resolutions, and thus for the first time had information that Pre-Privatization Intelsat's and Intelsat's promises were misrepresentations.

44. Intelsat has stated that it can make further changes to the benefits of retirees at any time.

### **CLASS ACTION ALLEGATIONS**

45. Plaintiffs bring this action on behalf of all persons covered by Pre-Privatization Intelsat's March 2001 and April 2001 Board resolutions which vested certain health benefit rights in certain retirees, future retirees, their dependents and their surviving spouses. All members of the proposed class of retirees, future retirees, dependents and surviving spouses are covered by the March, 2001 and April, 2001 Resolutions passed by the Board of Pre-Privatization Intelsat which defined their vested rights to health benefits, and which Intelsat agreed to be liable for. Intelsat reaffirmed their rights in October 2001.

46. The class is so numerous that joinder of all members is impracticable. Plaintiffs are informed and believe, and on that basis allege that this class of persons consists of approximately 250 persons who reside both in the United States and in other countries.

47. Plaintiffs are proper representatives of this class because they are members of the class defined above. The claims set forth in this complaint are common to each and every member of the class. The claims of plaintiffs are not subject to any unique defense nor does any interest of plaintiffs conflict with any other member of the class.

48. The named Plaintiffs will fairly and adequately protect the interests of the class. They will pursue the litigation with diligence and vigor.

49. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendants have acted or refused to act on grounds generally applicable to the class as a whole, making declaratory, injunctive and other equitable relief appropriate.

50. Plaintiffs seek an Order that clarifies a plan beneficiary's rights to past and future benefits under the terms of an employee welfare plan. Specifically, the Plaintiffs seek: (a) a declaration and enforcement of rights under the employee benefit plan (which is an "employee welfare benefit plan" as defined by ERISA), (b) reinstatement of benefits, (c) payment of all

back benefits due with pre-judgment and post-judgment interest, (d) the enforcement of rights under the employee benefits plan, (e) the clarification of rights to future benefits under the employee benefits plan pursuant to 29 U.S.C. § 1132(a)(1)(B) and (a)(3), and (f) award of attorney's fees and costs. Plaintiffs also seek compensatory and punitive damages for fraud related to representations related to the Pre-Privatization Health Benefits Plan.

51. Plaintiffs seek injunctive relief to prevent Defendant Intelsat from breaching its agreement with Pre-Privatization Intelsat, which allowed Intelsat to assume and privatize the assets of that treaty organization.

### **COUNT I** **VIOLATION OF ERISA**

52. Paragraphs 1 through 51 are incorporated by reference herein. The allegations of each of the foregoing paragraphs are incorporated herein as if re-alleged.

53. Plaintiffs are entitled to the Health Benefit Plan as a vested right under ERISA, and as the Plan existed and was administered on January 1, 2001. The unilateral changes in the benefits under the vested Plan constitutes a breach of Plaintiffs rights under the plan as well as a breach of the fiduciary duty of the Defendants.

54. As a result of the Defendants actions, Plaintiffs have suffered loss of benefits to which they are entitled, as well as other severe financial and emotional distress.

### **COUNT II** **BREACH OF CONTRACT**

55. Paragraphs 1 through 54 are incorporated by reference herein. The allegations of each of the foregoing paragraphs are incorporated herein as if re-alleged.

56. Intelsat, through its agents and officers, breached the terms of its contracts with Pre-Privatization Intelsat and Plaintiffs.

57. As a direct and proximate result of Pre-Privatization Intelsat's breach, Plaintiffs, as third party beneficiaries, have suffered and continue to suffer loss of benefits and consequential damages.

58. Defendant is contractually obligated to provide health benefits to Plaintiffs as outlined in the 12/28/94 and 10/9/01 letters and the 1998 Intelsat Retiree Health Benefits booklet, as it was administrated on January 1, 2001.

59. Pursuant to 28 U.S.C. § 2201, Plaintiffs request a declaratory judgment declaring Plaintiffs' rights, and injunctive relief, enforcing the request. Plaintiffs could suffer irreparable harm if an injunction is not issued - loss of life saving health care.

### **COUNT III** **ESTOPPEL**

60. Paragraphs 1 through 59 are incorporated by reference herein. The allegations of each of the foregoing paragraphs are incorporated herein as if re-alleged.

61. Pre-Privatization Intelsat and Defendants made the promises and representations noted above, and after privatization, Defendants continued to provide Health insurance to the Plaintiffs and their dependents and surviving spouses.

62. Plaintiffs reasonably relied upon Defendants' promises of health benefits, and Defendants providing those benefits. Defendants made the promises, and provided the benefits, with the intent Plaintiffs would rely upon them, and Plaintiffs did so to their detriment

63. Defendants are estopped by their actions from terminating Plaintiffs' coverage under the Intelsat Health Benefits Plan during their retirement and Intelsat is estoppel from denying liability for the benefits. For the promises and conduct made before privatization, the promissory estoppel applies as a matter a state law. For the promises and conduct made after privatization, the promissory estoppel applies as a matter of ERISA federal common law.

**COUNT IV**  
**FRAUDULENT MISREPRESENTATION, CONSTRUCTIVE FRAUDULENT**  
**MISREPRESENTATION, AND NEGLIGENT MISREPRESENTATION**

64. Paragraphs 1 through 63 are incorporated by reference herein. The allegations of each of the foregoing paragraphs are incorporated herein as if re-alleged.

65. When Defendants made the promises and representations noted above that Plaintiffs and their spouses and dependents, including surviving spouses and dependents, had vested health benefits, Defendants did not intend to fulfill their promises and representations, they knew the promises and representations were false and they intended to deceive the Plaintiffs, the Defendants were reckless in making the promises and representations without knowing if they were true and intended to deceive the Plaintiffs, and/or the Defendants were negligent in making the promises and representations, and intended the Plaintiffs to rely on the promises and representations. A reasonable person would not make such promises and representations without knowing they were true, and a reasonable person would reasonably and justifiably rely on such promises and representations, and Plaintiffs in fact reasonably and justifiably relied upon such promises and representations to their extreme detriment and the Plaintiffs have suffered damages as a result of their reliance.

**RELIEF SOUGHT**

The Plaintiffs request that this Court enter an Order declaring the following:

1. That no deference be granted to the decision of the Plan to deny benefits.
2. That the March 2001 and April 2001 Resolutions of the Pre-Privatization Intelsat Board established vested benefits in the retirees and their dependents and spouses, as these benefits existed on January 1, 2001, which Intelsat is liable for.
3. That Plaintiffs and each member of the Class are entitled to the level of benefits in place on January 1, 2001.



4. That the Plaintiffs and each member of the Class are entitled to an injunction against Defendants to prevent unilateral changes to the retiree benefits which breach their vested rights.

5. That the Plaintiffs and each member of the Class are entitled to continuing coverage for surviving spouses and dependents.

6. That the Plaintiffs and each member of the Class are entitled to payment of past and future benefits.

7. That the Plaintiffs and each member of the Class are entitled to payment of pre-judgment and post-judgment interest.

8. That the Plaintiffs are entitled to compensatory and punitive damages of \$250,000,000.

9. That the Plaintiffs are entitled to payment of attorney's fees and costs.

Plaintiffs request trial by a jury of twelve jurors.

Respectfully submitted,

PLAINTIFFS

By \_\_\_\_\_  
Lawrence P. Postol DC Bar No. 239277  
SEYFARTH SHAW LLP  
815 Connecticut Avenue, N.W.  
Suite 500  
Washington, D.C. 20006-4004

DATED: September 20, 2004